

THE HONORABLE TIFFANY M. CARTWRIGHT

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

CANTON PORT SERVICES, LLC

Plaintiff,

v.

M/V INDIGO SPICA
(IMO No. 9708758),

her engines, boilers, apparel, tackle, boats,
appurtenances, etc., *in rem*,

Defendant.

IN ADMRALTY

Case No. 3:23-cv-06048-TMC

**STIPULATED MOTION TO ACCEPT
LETTER OF UNDERTAKING IN LIEU
OF ARREST OF VESSEL**

**Noted on Motion Calendar:
November 20, 2023**

COME NOW, Plaintiff, Canton Port Services, LLC, by and through its counsel of record Katie Matison and Daniel Miller at Lane Powell PC and I.M.S. Maritime S.A., specially-appearing Claimant to the *in rem* Defendant M/V INDIGO SPICA (IMO No. 9708758) (“M/V INDIGO SPICA”), by and through its counsel of record Philip Lempriere and Molly Henry at Schwabe, Williamson & Wyatt, P.C., and do AGREE AND STIPULATE to this MOTION TO ACCEPT LETTER OF UNDERTAKING IN LIEU OF ARREST OF VESSEL as follows:

THAT Plaintiff Canton Port Services, LLC filed a complaint seeking the Vessel arrest of the M/V INDIGO SPICA pursuant to Rules C and E of the *Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions* to the Federal Rules of Civil Procedure (SAR) to foreclose an alleged maritime lien for necessities for stevedoring services in Baltimore, Maryland.

1 THAT the M/V INDIGO SPICA, is a bulk carrier that is now, or will be present in
2 the navigable waters within this Judicial District and subject to this Court's *In Rem*
3 Warrant to Arrest dated November 15, 2023 [Dkt. 6];

4 THAT consistent with SAR E(5)(a) Plaintiff Canton Port Services, LLC has
5 agreed to accept the Letter of Undertaking provided on behalf of *in rem* Defendant M/V
6 INDIGO SPICA, subject to approval by the Court, as substitute security in lieu of the
7 arrest of the M/V INDIGO SPICA;

8 THAT a true and correct copy of the Letter of Undertaking is attached to this
9 Stipulation as Exhibit A;

10 THAT Canton Port Services, LLC and specially-appearing Claimant I.M.S.
11 Maritime S.A. jointly file this Motion To Accept Letter of Undertaking in Lieu of Arrest
12 of Vessel by this Court filed herein consistent with SAR E(5)(a) to accept the Letter of
13 Undertaking in lieu of the arrest of the M/V INDIGO SPICA;

14 THAT the Letter of Undertaking shall stand as the Security consistent with SAR
15 E(5)(a);

16 THAT this Stipulated Motion constitutes a restricted appearance by the Claimant
17 to the *in rem* Defendant M/V INDIGO SPICA in this case, who shall now be subject to
18 the jurisdiction of this Court to answer, plead or defend this matter in accordance with
19 SAR E(8).

20 and

21 THAT A PROPOSED ORDER is attached for this Court's consideration.

22 ///

23 ///

24 ///

25 ///

SO AGREED AND STIPULATED on this the 20th Day of November , 2023.

LANE POWELL PC

By: s/ Katie Smith Matison

Katie Smith Matison, WSBA No. 20737

Daniel Miller, WSBA No. 56810

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Attorneys for Plaintiff, Canton Port Services, LLC

Pro Hac Vice Admission to Be Filed

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Attorneys for I.M.S. Maritime S.A.

SAR E(8) Claimant re M/V INDIGO SPICA, *in rem*

EXHIBIT A

PALMER

Attorneys at Law

PHILADELPHIA | NEW JERSEY | NEW YORK | DELAWARE | MARYLAND

Kevin G. O'Donovan
PARTNER
odonovan@pbh.com
DIRECT DIAL: 215.625.7810

November 18, 2023

LETTER OF UNDERTAKING

Canton Port Services LLC
c/o GORMAN & WILLIAMS
36 South Charles Street, Suite 900
Baltimore, MD 21201

Re: M/V INDIGO SPICA
Stevedoring Charges
Baltimore, Maryland
August 5, 2022
Our File No. 6120-451

Dear Sirs:

We understand that you are asserting a claim for an alleged unpaid stevedoring invoice in the amount of Two Hundred Thirty Three Thousand and Six Dollars (\$233,006.00) for stevedoring services, including longshore labor and dumpsters, provided to the M/V INDIGO SPICA (the "Vessel") in Baltimore, Maryland, in August 2022 (hereafter the "Incident"). We further understand that you allege that you are the party entitled to assert claims against the Vessel and recover damages in connection therewith.

We also understand that in connection with the Incident you have asserted a maritime lien against the M/V INDIGO SPICA, *in rem*, and have applied *ex parte* and obtained a Writ of Arrest from the Court in a lawsuit which you have commenced in the United States District Court for the Western District of Washington, styled as Canton Port Services, LLC v. M/V INDIGO SPICA, C.A. No. 3:23-cv-06048-TMC (the "Lawsuit").

In consideration of your refraining from arresting, attaching, withholding clearance, or otherwise detaining the M/V INDIGO SPICA, or any other vessels or property of her owners, charterers, operators or managers in any jurisdiction in connection with the *in rem* claim asserted against the M/V INDIGO SPICA in the Lawsuit, the undersigned Association hereby agrees:

Error! Unknown document property name.

Palmer Biezup & Henderson LLP

190 N. Independence Mall West | Suite 401 | Philadelphia, PA 19106
P 215.625.9900 | F 215.625.0185

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1. To file or cause to be filed, upon demand, a Statement of Right or Interest on behalf of the M/V INDIGO SPICA, *in rem*, and an Answer in the Lawsuit, the Vessel lost or not lost, whether present in the jurisdiction or not. Said Statement of Right or Interest and Answer shall be consistent with and without prejudice to any and all rights, claims and defenses available to the Vessel *in rem* and shall not constitute a waiver of any such defenses.

2. In the event that a final judgment, after all appeals, if any, be entered in your favor and against the M/V INDIGO SPICA, *in rem*, in the Lawsuit as described herein above, then the undersigned Association agrees to pay and satisfy up to but not exceeding the total sum of Three Hundred Forty Nine Thousand Five Hundred and Nine Dollars (\$349,509.00), inclusive of interest and costs, of the said final judgment or any lesser amount decreed or settled between the parties without a judgment being rendered.

3. Upon your demand, to file a bond with approved corporate surety in an amount to be agreed upon or fixed by the Court up to but never to exceed the total amount of Three Hundred Forty Nine Thousand Five Hundred and Nine Dollars (\$349,509.00), inclusive of interest and costs, to secure the claims against the M/V INDIGO SPICA, in the Lawsuit as described herein above.

4. In the event the bond referred to in paragraph 3 above is filed, the undersigned Association shall have no further obligation under paragraph 2 above.

This letter is written entirely without prejudice to any and all rights, claims and defenses which the M/V INDIGO SPICA and/or those responsible for the operation, management and utilization of the Vessel may have under any applicable statutes or laws including, but not limited to, the right to assert claims or counterclaims against you or other persons, any right of exoneration from or limitation of liability, any applicable jurisdiction, arbitration or forum selection clauses and the right to seek reduction of the amount of security, none of which rights, claims or defenses is to be regarded as waived except such defenses as may be predicated solely on the fact that the Vessel was not actually arrested or attached.

This letter and the security given hereby are expressly limited to the *in rem* claim against the M/V INDIGO SPICA that may be asserted in the Lawsuit as described herein above and is to run only in your favor. In no event shall the total amount of security available hereunder exceed the maximum sum of Three Hundred Forty Nine Thousand Five Hundred and Nine Dollars (\$349,509.00), inclusive of interest and costs, regardless of whether separate judgments are entered against the M/V INDIGO SPICA. This letter and the security given hereby are also expressly limited to claims for loss or damage, inclusive of interest and costs, arising from the Incident as defined herein.

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It is the intent of this undertaking that your rights and the rights of the claimant of the M/V INDIGO SPICA shall be, and for all purposes shall be taken to be, precisely the same as they would have been had the Vessel in fact been arrested under process issued out of the United States District Court for the Western District of Washington, taken into custody by process *in rem*, and then released by the filing of a special release bond. All other objections and defenses otherwise available to the Vessel, its Owners, operators, managers, and/or those responsible for the operation, management and utilization of the Vessel, except such that might be predicated solely upon the fact that the Vessel was not actually so seized, are, however, respectfully reserved.

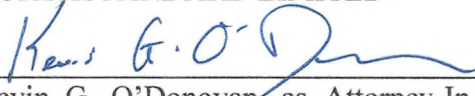
The amount of this Letter of Undertaking may be subsequently decreased or increased by agreement of the parties or upon application to the Court having jurisdiction over the Lawsuit or arbitration.

It is understood and agreed that the signing of this letter by Kevin G. O'Donovan shall not be construed as binding on him personally, nor binding on the Law Firm of Palmer Biezup & Henderson, LLP, but is binding only upon the principal for whom they have executed this Letter of Undertaking, NorthStandard Limited.

Very truly yours,

NORTHSTANDARD LIMITED

By: _____


Kevin G. O'Donovan, as Attorney-In-Fact
for the above limited purpose only, as per
written authority received from
NorthStandard Limited.

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